

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 02/01/2016		2. CONTRACT NO. (If any) HHSN316201200013W		6. SHIP TO:	
3. ORDER NO. EP-G16H-01256		4. REQUISITION/REFERENCE NO. See Schedule		a. NAME OF CONSIGNEE HPOD	
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS US Environmental Protection Agency ATTN: Bhagya Subramanian 26 West Martin Luther King Drive Maile Code W136A	
				c. CITY Cincinnati	d. STATE OH
				e. ZIP CODE 45268	
7. TO: [REDACTED]				f. SHIP VIA	
a. NAME OF CONTRACTOR CSC GOVERNMENT SOLUTIONS LLC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS ATTN: [REDACTED] 8613 LEE HWY, SUITE 110 Privacy Act B6				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any. Including delivery as indicated.	
d. CITY FAIRFAX		e. STATE VA	f. ZIP CODE 22031	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE HPOD	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF				12. F.O.B. POINT Destination	
a. INSPECTION		b. ACCEPTANCE		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/01/2016	
				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 780529355 Office of Research and Development (ORD) Scientific Models, Applications, Visualization, Computational Science, and Statistical Support (SMAVCS3). Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$860,000.00
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						
c. CITY Durham				d. STATE NC	e. ZIP CODE 27711	17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature)

02/02/2016

Deborah Darry

ELECTRONIC SIGNATURE

23. NAME (Typed)
Deborah Darry
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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DATE OF ORDER 02/01/2016	CONTRACT NO. HHSN316201200013W	ORDER NO. EP-G16H-01256
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This order constitutes acceptance of the contractor's Final Proposal dated January 13, 2016 submitted in response to e-Gos Solicitation No: C-33626. This order is issued on a T&M basis under the terms and conditions the NITAAC CIO-SP3 Government-Wide-Acquisition Contract. The maximum potential value of this order inclusive of all options is [REDACTED]</p> <p>The Task Order Contracting Officer's Representative is Bhagya Subramanian at subramanian.bhagya@epa.gov. TOCOR: Bhagay Subramanian Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Period of Performance: 02/01/2016 to 01/31/2017</p> <p>0001 Base Period, (CLINS 001 -004) Requisition No: PR-ORD-14-02121, PR-ORD-15-02673, PR-ORD-16-00310, PR-ORD-16-00604, PR-ORD-16-00627, PR-ORD-16-00636, PR-ORD-16-00660, PR-OW-16-00133</p> <p>Accounting Info: 15-16-C-26CS000-401FK9-2509-26A6A-1626 CSE014-001 BFY: 15 EFY: 16 Fund: C Budget Org: 26CS000 Program (PRC): 401FK9 Budget (BOC): 2509 Job #: LSMD0000 Cost: 26A6A DCN - Line ID: 1626CSE014-001 Funding Flag: Partial Funded: [REDACTED] Accounting Info: 15-16-C-26CS000-401FK9-2509-26A6A-1626 CSE014-002 BFY: 15 EFY: 16 Fund: C Budget Org: 26CS000 Program (PRC): 401FK9 Budget (BOC): 2509 Job #: Continued ...</p>				860,000.00	

FOIA Exemption B4 Contractor Proprietary and Private

FOIA Exemption B4 Contractor Proprietary and Private

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$860,000.00

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	LSMP0000 Cost: 26A6A DCN - Line ID: 1626CSE014-002 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 15-16-C-26CS000-401FK9-2509-26A6A-1626 CSE014-003 BFY: 15 EFY: 16 Fund: C Budget Org: 26CS000 Program (PRC): 401FK9 Budget (BOC): 2509 Job #: LSMPSC00 Cost: 26A6A DCN - Line ID: 1626CSE014-003 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 15-16-C-26CS000-401FK9-2509-26A6A-1626 CSE014-004 BFY: 15 EFY: 16 Fund: C Budget Org: 26CS000 Program (PRC): 401FK9 Budget (BOC): 2509 Job #: LSMDSC00 Cost: 26A6A DCN - Line ID: 1626CSE014-004 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 16-17-C-26XP000-202FK7-2515-26A6A-1626 XPE020-001 BFY: 16 EFY: 17 Fund: C Budget Org: 26XP000 Program (PRC): 202FK7 Budget (BOC): 2515 Job #: LSMMGSBQ Cost: 26A6A DCN - Line ID: 1626XPE020-001 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 15-16-C-26XN000-401FK9XR5-2509-26A5B-1 626XNE045-001 BFY: 15 EFY: 16 Fund: C Budget Org: 26XN000 Program (PRC): 401FK9XR5 Budget (BOC): 2509 Job #: LSMM0000 Cost: 26A5B DCN - Line ID: 1626XNE045-001 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 16-17-C-26XN000-202FK7-2515-26A5B-1626 XNE043-001 BFY: 16 EFY: 17 Fund: C Budget Org: 26XN000 Program (PRC): 202FK7 Budget (BOC): 2515 Job #: LAFD0000 Cost: 26A5B DCN - Line ID: Continued ...					

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\$0.00

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	1626XNE043-001 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 15-16-C-26XN000-301FK8XPW-2509-26A5B-1 526XNE137-001 BFY: 15 EFY: 16 Fund: C Budget Org: 26XN000 Program (PRC): 301FK8XPW Budget (BOC): 2509 Job #: LSLMIABS Cost: 26A5B DCN - Line ID: 1526XNE137-001 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 15-16-C-26XN000-301FK8XPV-2509-26A5B-1 526XNE137-002 BFY: 15 EFY: 16 Fund: C Budget Org: 26XN000 Program (PRC): 301FK8XPV Budget (BOC): 2509 Job #: LSLMIABS Cost: 26A5B DCN - Line ID: 1526XNE137-002 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 16-17-C-26XP000-401FK9-2515-26A5B-1626 XPE022-001 BFY: 16 EFY: 17 Fund: C Budget Org: 26XP000 Program (PRC): 401FK9 Budget (BOC): 2515 Job #: LSLMIABZ Cost: 26A5B DCN - Line ID: 1626XPE022-001 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 15-16-C-267A000-401FK9-2508-26A5B-1526 7AE013-001 BFY: 15 EFY: 16 Fund: C Budget Org: 267A000 Program (PRC): 401FK9 Budget (BOC): 2508 Job #: LSMP0000 Cost: 26A5B DCN - Line ID: 15267AE013-001 Funding Flag: Partial Funded: XXXXXXXXXX Accounting Info: 16-17-B-87FM-202BD4XPQ-2505-1687ME6010 -001 BFY: 16 EFY: 17 Fund: B Budget Org: 87FM Program (PRC): 202BD4XPQ Budget (BOC): 2505 DCN - Line ID: 1687ME6010-001 Funding Flag: Partial Continued ...					

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\$0.00

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02/01/2016

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ORDER NO.

EP-G16H-01256

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Funded: [REDACTED]					
0101	Option Period 1 (CLINS 101 - 104) Award Type: Time-and-materials Amount: [REDACTED] Option Line Item) 1 Days After Award Period of Performance: 02/01/2017 to 01/31/2018				0.00	
0201	Option Period 2 (CLINS 201 - 204) Award Type: Time-and-materials Amount: [REDACTED] Option Line Item) 1 Days After Award Period of Performance: 02/01/2018 to 01/31/2019				0.00	
0301	Option Period 3 (CLINS 301 - 304) Amount: [REDACTED] (Option Line Item) 1 Days After Award				0.00	
0401	Option Period 4 (CLINS 401 - 404) Award Type: Time-and-materials Amount: [REDACTED] (Option Line Item) 1 Days After Award Period of Performance: 02/01/2019 to 01/31/2020				0.00	
0501	Option Period 5 (CLINS 501 - 504) Award Type: Time-and-materials Amount: [REDACTED] (Option Line Item) 1 Days After Award Period of Performance: 02/01/2020 to 01/31/2021				0.00	
0601	Option Period 6 (CLINS 601 - 604) Award Type: Time-and-materials Amount: [REDACTED] (Option Line Item) 1 Days After Award Period of Performance: 02/01/2022 to Continued ...				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

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ORDER FOR SUPPLIES OR SERVICES
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HHSN316201200013W

ORDER NO.

EP-G16H-01256

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	01/31/2023					

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\$0.00

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FOIA Exemption B4 Contractor Proprietary and Private

PART I – THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

B.1 SPECIAL NOTICE

1. This task order **HHSN316201200013W/EP-G16H-01256** was competitively awarded in accordance with Federal Acquisition Regulation (FAR) 16.505 to CSRA in the amount of [REDACTED]

2. The EPA Contracting Officer added specific EPA clauses, terms and conditions required by EPA's Acquisition Regulation (EPAAR) and the Office of Acquisition Management's (OAM) policy.

NOTE: The full text of an EPAAR clause may be accessed electronically at this address:
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

3. All of the clauses in the offeror's existing NITAAC CIO-SP3 contract that are in effect at the time the EPA CO issues the task order, as well as any and all modifications that NITAAC issues to the CIO-SP3 contract holders during the EPA's effective task order period of performance, are incorporated by reference and shall be in full force and effect.

B.2 PRICE/COST SCHEDULE

The contractor's Price/Cost Schedule must include a breakdown of total hours and pricing for each period of performance (POP) as described in the following charts.

Contract Line Item (CLIN)	Description	POP	Total Hours	Price/Cost
Base Period			[REDACTED]	[REDACTED]
001	Task Order Management considered Task 5.1 (Subtasks 5.1.1 through 5.1.6)	12 months		
002	SMVACS3 Support considered Task 5.2 (Subtasks 5.2.1 through 5.2.7)	12 months		
003	Other Direct Costs	12 months		
004	Contract Access Fee (CAF)	12 months		
TOTALS	For Base Period			

FOIA Exemption B4 Contractor Proprietary and Private

Contract Line Item (CLIN)	Description	POP	Total Hours	Price/Cost
Option Period 1				
101	Task Order Management considered Task 5.1 (Subtasks 5.1.1 through 5.1.6)	12 months		
102	SMVACS3 Support considered Task 5.2 (Subtasks 5.2.1 through 5.2.7)	12 months		
103	Other Direct Costs	12 months		
104	Contract Access Fee (CAF)	12 months		
TOTALS	For Option Period 1			

Contract Line Item (CLIN)	Description	POP	Total Hours	Price/Cost
Option Period 2				
201	Task Order Management considered Task 5.1 (Subtasks 5.1.1 through 5.1.6)	12 months		
202	SMVACS3 Support considered Task 5.2 (Subtasks 5.2.1 through 5.2.7)	12 months		
203	Other Direct Costs	12 months		
204	Contract Access Fee (CAF)	12 months		
TOTALS	For Option Period 2			

Contract Line Item (CLIN)	Description	POP	Total Hours	Price/Cost
Option Period 3				
301	Task Order Management considered Task 5.1 (Subtasks 5.1.1 through 5.1.6)	12 months		
302	SMVACS3 Support considered Task 5.2 (Subtasks 5.2.1 through 5.2.7)	12 months		
303	Other Direct Costs	12 months		
304	Contract Access Fee (CAF)	12 months		
TOTALS	For Option Period 3			

Contract Line Item (CLIN)	Description	POP	Total Hours	Price/Cost
Option Period 4				
401	Task Order Management considered Task 5.1 (Subtasks 5.1.1 through 5.1.6)	12 months		
402	SMVACS3 Support considered Task 5.2 (Subtasks 5.2.1 through 5.2.7)	12 months		
403	Other Direct Costs	12 months		
404	Contract Access Fee (CAF)	12 months		
TOTALS	For Option Period 4			

Contract Line Item (CLIN)	Description	POP	Total Hours	Price/Cost
Option Period 5				
501	Task Order Management considered Task 5.1 (Subtasks 5.1.1 through 5.1.6)	12 months		
502	SMVACS3 Support considered Task 5.2 (Subtasks 5.2.1 through 5.2.7)	12 months		
503	Other Direct Costs	12 months		
504	Contract Access Fee (CAF)	12 months		
TOTALS	For Option Period 5			

Contract Line Item (CLIN)	Description	POP	Total Hours	Price/Cost
Option Period 6				
601	Task Order Management considered Task 5.1 (Subtasks 5.1.1 through 5.1.6)	12 months		
602	SMVACS3 Support considered Task 5.2 (Subtasks 5.2.1 through 5.2.7)	12 months		
603	Other Direct Costs	12 months		
604	Contract Access Fee (CAF)	12 months		
TOTALS	For Option Period 6			

Total Price for Base and Option Periods [REDACTED]

B.3 FIXED RATES

The Contractor must specify fully loaded fixed labor rates in its offer that include wages, overhead, general and administrative expenses, indirect costs, and profit for Contractor-site and Government-site labor for the period of February 1, 2016 through January 31, 2023, in accordance with the existing terms of its CIO-SP3 contract.

The Contractor's proposed labor categories must map back to the contractor's NITAAC CIO-SP3 labor categories. The term "Fixed Rates" represents the maximum loaded labor rates to be billed under this task order. The following fixed rates shall apply for payment purpose for the duration of the task order (See Volume 2 – Revised Price Proposal Section 3.0).

B.4 OTHER DIRECT COSTS (CUSTOM)

(a) Other Direct Costs (ODC) (for example, travel and/or training) in the amount listed below shall be included as a total maximum dollar value for each period of performance of the task order. Offerors shall include the amounts shown below in the offeror's total estimated cost for each period of performance. These amounts are maximum ceiling dollar amounts that the offeror shall not exceed. These amounts are not guaranteed to the task order Contractor but are the maximum dollar ceilings for each year of the period of performance. The Government shall not reimburse the offeror for any dollar amount in excess of that ceiling amount. ODC's are specific to each period of performance and do not carry over into following periods of performance.

BASE PERIOD

ODCs

NOT-TO-EXCEED**OPTION PERIOD 1**

ODCs

NOT-TO-EXCEED**OPTION PERIOD 2**

ODCs

NOT-TO-EXCEED**OPTION PERIOD 3**

ODCs

NOT-TO-EXCEED**OPTION PERIOD 4**

ODCs

NOT-TO-EXCEED**OPTION PERIOD 5**

ODCs

NOT-TO-EXCEED**OPTION PERIOD 6**

ODCs

NOT-TO-EXCEED

(b) When the COR or CO notifies the Contractor of an EPA requirement, the Contractor shall submit all requests, in writing, for ODC items to the CO for approval before the ODC item is procured, unless otherwise authorized by the CO. All requests for long distance travel and Contractor training shall be in accordance with Approval of Contractor Travel and Approval of Contractor Training in Section H. The Contractor shall not incur any costs for an ODC prior to receiving the CO's written approval of the Contractor's request, except as noted below.

(c) Any costs that the Contractor incurs prior to receiving the CO's written/e-mail approval can be disallowed by the CO.

(d) For cost efficiencies, the COR or CO shall determine with the Contractor whether meetings can be via telephone conference call, video conference call or in person, prior to any meeting between the Contractor and Government personnel, including the Contractor's subcontractor personnel (if applicable).

(e) The Contractor shall be allowed to apply only its G&A indirect rate to ODCs, and the Contractor shall not apply any other fees or rates unless expressly authorized by the CO in the task order.

(f) Other Direct Costs (ODC) are items which are allowable and allocable direct costs to the task order for which EPA may reimburse the Contractor. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below. The Task Order COR (COR) may provide approval for materials and supplies up to \$500.00 (for a single item or a related group of items). For costs beyond \$500, the EPA Contracting Officer's approval is required. This consent is only intended to be a determination of technical reasonableness and is not a pre-determination as to the allowability of these costs. Equipment is considered to be "facilities" for the purpose of Part 45 of the Federal Acquisition Regulation and, with certain exceptions, may not be reimbursed as a direct charge to the contract.

(g) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.

B.5 NITAAC CIO-SP3 CONTRACT ACCESS FEE (CUSTOM)

(a) The task order will be issued against the National Institutes of Health's (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) Government-wide Acquisition Contract (GWAC) Large Business CIO-SP3 contract. NIH grants other Agencies the authority to issue task orders under its NITAAC CIO-SP3 contract.

(b) All GWACs require a Contract Access Fee (CAF) paid to the Agency that awarded the contract. When a CO from another Agency issues a task order against one of the GWACs, the Contractor that receives the task order is responsible for the CAF reimbursement to the GWAC Contracting Office. Therefore, the Contractor has to collect the CAF from the ordering Agency. This requirement is set forth in the Contractor's NTAAC CIO-SP3 conformed contract clauses.

(c) The NIH Contract Access Fee (NCAF) for the NITAAC CIO-SP3 contract is 1% with a cap of \$150,000 for any task order Base or Optional Period (not to exceed 12 months) with funding in excess of \$20 Million.

(d) The CAF is a separate line item and does not increase the value of the award to the Contractor since the Contractor is responsible for reimbursing that dollar amount to the NITAAC CIO-SP3 Contracting Officer. It also does not increase the value of the Task Order. The CAF is an additional cost to the Agency using the NITAAC CIO-SP3 GWAC and is not retained by the Contractor.

(e) Each time the EPA Contracting Officer obligates new funding (not shifting funds) on this Task Order, the CO will include a line for the NITAAC CIO-SP3 CAF.

(f) The Agency does not incur any GWAC CAF liability to the NITAAC CIO-SP3 Contract Administration Office unless the Agency obligates funding on the Task Order.

B.6 CEILING PRICE (CUSTOM)

The ceiling price of this task order is [REDACTED]. The Contractor shall not make expenditures or incur obligations in the performance of this task order which exceed the ceiling price specified herein, except at the Contractor's own risk.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

C.1 TASK ORDER STATEMENT OF WORK (CUSTOM)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the scope of work/specifications included in RFP Attachment 1 – Performance Work Statement (PWS).

C.2 MANAGEMENT OVERSIGHT CONTROLS (CUSTOM)

(a) The Contractor shall submit all analyses, options, recommendations, reports, and training materials required under this task order in draft for critical review by the Contracting Officer (CO) or the Task Order Contracting Officer's Representative (COR). The Government will make all final regulatory, policy, and interpretive decisions resulting from Contractor-provided technical support under this task order and make the final decision on all Contractor-provided recommendations. The Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this task order without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the Contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The Contractor shall not provide any legal services to EPA under this contract, absent express written advance approval from EPA's Office of General Counsel.

(b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this task order and when interacting with EPA officials, federal agencies, state, tribal and local Governments, business, industry, and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by Contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the Contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), Contractor staff shall verbally identify themselves as Contractor personnel so that there is no possible appearance of being EPA officials.

C.3 EP 52.000-000 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this task order:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.

9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.4 INCORPORATION OF THE CONTRACTOR'S SUBMISSION (CUSTOM)

The Contractor's submission in response to RFP ID# C-33626, dated January 13, 2016, is incorporated by reference and is made a part of this task order. In the event of any inconsistencies between: 1) the Contractor's submission and 2) this NITAAC CIO-SP3 task order, the NITAAC CIO-SP3 task order's terms and conditions take precedence.

C.5 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JULY 2012)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

C.6 ADDITIONAL INFORMATION REGARDING EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (IRM) (CUSTOM)

(a) The Contracting Officer (CO) reserves the right to update the task order with any changes to EPA policies and procedures for Information Resource Management whenever the EPA, the Office of Management and Budget (OMB) and/or the Office of Federal Procurement Policy (OFPP) policies, procedures and regulations change.

(b) The CO will provide the Contractor with an opportunity to respond to changes to the policy procedures; however, the Contractor shall comply immediately to these changes unless the CO directs otherwise or provides the Contractor with a specific written exemption.

(c) The CO will provide hard copies of any IRM policies to the Contractor upon request or when a change to IRM policy is unavailable but applicable to Contractor performance under the Contractor's EPA task order.

C.7 COMPLIANCE WITH FEDERAL, NIH AND EPA REGULATIONS, POLICY AND STANDARDS (CUSTOM)

The Contractor shall abide by all Federal, NIH and EPA regulations, policies, and procedures in effect during the task order period of performance. This includes all changes in laws, regulations, policies, and procedures as they evolve during the EPA's task order's period of performance. The offeror shall not be required to conform to these policies and regulations until after task order award. Internal EPA and OCFO specific policies and regulations, as well as security related documents, will be provided to the Contractor at the kick-off meeting prior to the start of task order performance.

SECTION D - PACKAGING AND MARKING

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) Incorporated by reference.

SECTION F - DELIVERIES OR PERFORMANCE

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

F.1 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with RFP Attachment #1 – Performance Work Statement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

F.2 EPAAR 1552.211-72 MONTHLY PROGRESS REPORTS (JUN 1996)

(a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task area and/or ODC item(s).

(d) The report shall specify financial status for the task order as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative task order life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) For the Direct Labor portion of the monthly reporting period for each period of performance.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the total cost broken out by the task order prime Contractor and for each of the prime Contractor's subcontractors.

(iii) For the cumulative task order period of performance: the awarded amount, expended and remaining cost for the prime Contractor, and each of the prime Contractor's subcontractors.

(iv) Display the estimated costs to be expended during the next reporting period.

(v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: Contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(4) For the optional task portions of the monthly reporting period in each period of performance.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the total cost broken out by the prime Contractor and each of the prime Contractor's subcontractors.

(iii) For the cumulative task order period of performance and the cumulative task order life display: the awarded amount, expended and remaining cost for the prime Contractor, and each subcontractor.

(iv) Display the estimated costs to be expended during the next reporting period.

(v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: Contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(e) The report's financial status shall specify:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on accepted submission incorporated into the task order or the revised amount, if applicable, (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the task order amount, less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out for the prime Contractor and each subcontractor.

(iii) For the current reporting period, cumulative task order period, and the cumulative task order life display: the negotiated, expended and remaining direct labor hours and costs broken out by task order labor hour category for the prime Contractor and each subcontractor.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining costs for the T&M portion of the task order and the direct labor hours and costs for any exercised optional tasks to complete the task order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

- (5) A list of deliverables for the task order during the reporting period.
- (f) This submission does not change the notification requirements of the "Limitation of Funds" requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the Contracting Officer, Contracting Officer Representative, Alternate Contracting Officer Representative, and Administrative Alternate Contracting Officer Representative by the 15th of each month and in accordance with the clause "Submission of Invoices" following the first complete reporting period of the task order.

F.3 DELIVERABLES

The following table contains the basic deliverables required under the order. The Government does not waive its right to request deliverables under the order, even if such requirements are not specifically listed in this table. The Deliverable representatives specifically listed in this table include the: 1) Contracting Officer (CO), 2) Contracting Officer Representative (COR), 3) Alternate Contracting Officer Representatives (ACOR) and; 4) Administrative Alternate Contracting Officer Representative (AACOR). The term "After Receipt of Order" (ARO) is defined after the time the Contractor receives the task order.

PWS Section	Deliverable Title	Frequency	Deliver To
Task 5.1	Task Order (TO) Management Plan	30 Calendar Days ARO	COR and ACOR, QA Officer, CO
Task 5.1.2	Quality Management Plan	30 Calendar Days ARO	COR and ACOR, QA Officer, CO
Task 5.1.3	Monthly Technical and Quality Assurance Reports	Electronically on or before the 15 th of the month	CO, COR, ACOR, AACOR, QA Officer, Technical Monitors
Task 5.1.4	Cost Tracking Reports included in the Monthly Financial Status Report	Electronically on or before the 15 th of the month	CO, COR, ACOR, AACOR, Technical Monitors
Task 5.1.5	Task Order Menu of Services	Within 60 Calendar days of Task Order Award	COR
Task 5.1.6	1-D.1 Work Request System	Available at Award	CO, COR, ACOR, AACOR, Technical Monitors
Task 5.1.6	1D.2 Workflow, SOPs and Process Documents	Annually	CO, COR, ACOR
Task 5.1.6	1D. 3 Schedule for Review of Workflow SOPS and	Annually	CO, COR, ACOR

	process documents		
Task 5.1.6	1D.4 TDD Work Plans and Budget	Annually	CO, COR, ACOR, Technical Monitors
Task 5.1.7	Weekly Staff Report	Weekly on Fridays	CO, COR, ACOR, AACOR
Task 5.2	Scientific Models, Applications, Visualization, Computational Science and Statistical Support	As approved in TDD Work plan or work requests	CO, COR, ACOR, Technical Monitors
Task 6.1	Incoming Transition Plan – Final	5 Calendar Days ARO	CO, COR, ACOR, AACOR
Task 6.2	Outgoing Transition Plan –Final	120 Calendar Days prior to Task Order Expiration	CO, COR, ACOR, AACOR

F.4 EPAAR 1552.211-75 WORKING FILES (APR 1984) Clause incorporated by reference.

F5 TASK ORDER PERIOD OF PERFORMANCE

NOTE: Refer to RFP section B.2 ‘Price/Cost Schedule’ for Period of Performance breakdown.

(a) The EPA task order has a potential 84-month period of performance: Base and six (6) Option Periods, between 02/01/2016 and 01/31/2023 if all option periods of performance are exercised.

(b) The potential 84-month task order period of performance is contingent upon the Contractor’s NITAAC CIO-SP3 contract period of performance. If the Contractor’s NITAAC CIO-SP3 contract is terminated by NIH prior to end of this task order’s period of performance, this task order is deemed to be terminated in accordance with NIH and this task order’s terms and conditions, and existing NIH policies.

(c) The Contractor is responsible for notifying the EPA Contracting Officer (CO) **immediately**, in writing, whenever NIH notifies the Contractor that its current contract is terminated and no further extensions of its NITAAC contract period of performance will be awarded. The Contractor shall also immediately notify the CO if NIH terminates its contract prior to its current expiration date. Failure to notify the EPA CO may be the basis for a “Termination for Default.”

(d) Unless otherwise indicated, the term “day” refers to calendar days as defined by the Federal Acquisition Regulation (FAR). However, if the day falls on a Saturday, Sunday, or Federal holiday, then the period shall include the next working day. The term “close of business” refers to 5:00 PM Eastern Time Zone.

F.6 PLACE OF PERFORMANCE

The place of performance and/or delivery requirements shall service all thirteen Office of Research and Development Facilities and other program offices within EPA.

SECTION G – CONTRACT ADMINISTRATION DATA

This section incorporates applicable clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

G.1 EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

The Contracting Officer's Contracting Officer's Representative (COR), The Alternate Contracting Officer's Representative (ACOR), Administrative Alternate COR (AACOR), Technical Monitors (TMs) the Contract Specialist (CS), and the Contracting Officer (CO) for this task order are as follows:

- **CONTRACTING OFFICER'S REPRESENTATIVE (COR):**
Bhagya Subramanian at Subramanian.bhagya@epa.gov
- **ALTERNATE COR (ACOR):**
Valerie Brandon at Brandon.valerie@epa.gov
- **ALTERNATE ADMINISTRATIVE COR (AACOR):**
Kelley Marshall at marshall.kelley@epa.gov
- **TECHNICAL MONITORS (TMs) :** To Be Assigned
- **CONTRACTING OFFICER (CO) FOR THE TASK ORDER:**
Deborah Darry at darry.deborah@epa.gov

G.2 SUBMISSION OF INVOICES – RTP FINANCE (CUSTOM)

Invoices shall be prepared containing the following information:

- Date of Invoice
- Invoice number
- Total amount billed
- NITAAC Contract number
- EPA task order number
- Complete company name and billing address as stated on the task order
- Period of performance, where applicable
- Description of commodities/services furnished
- DUNS & Taxpayer Identification Number Bank for EFT payment, bank name, address, account number and routing number, if not in the System for Award Management (SAM)
- Point of contact (POC) name, phone number and email address

Invoice content and formatting:

- Bill only within the period of performance
- Bill for only one option period per invoice
- Bill only for only one delivery order per invoice
- Use the original invoice number followed by an 'R' (resubmitted or revised) when billing for reclaimed, revised or returned billings
- Bill the net amount only when billing for revised or suspended amounts
- Never bill in excess of the contract funded amount
- Do not bill for state and local taxes unless authorized - EPA Tax Exempt #: 520852695

Contract Invoices Submission:

- Complete and sign [EPA's Agreement for Email Submission of Contract Invoices](#) and email the completed form to ContractPaymentInfo@epa.gov (phone: (919) 541-1148).
- Wait for authorization. Please do not submit a contract bill via email until you receive an authorization email from the RTP Finance Center.
- After receiving authorization from the RTP Finance Center, submit your invoice in PDF format via email using the following procedures.
 - Put the contract number, invoice number and delivery order number in the SUBJECT line of the email.
 - Example: I_68w09999_234B_00005.pdf. If multiple invoices are attached, please put the contract number only. If you are attaching multiple invoices, please limit the number of attachments/invoices to 10 per email. Please submit separate emails per contract.
 - Do not submit correspondence in the body of the email, and do not include any attachments which are not invoices.
 - It is suggested that the following statement be included in email body: NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited.
 - Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If the invoice is a scanned document, the size should be standard 8.5" x 11". The first page of the PDF document must contain the first page of the invoice.
 - Each invoice must be signed by a representative of the contractor that is fully and completely authorized to sign on behalf of the contractor. The representative must also print his/her name, direct dial phone number, and email address on the invoice.
 - Invoices in PDF format must be named as follows: contractnumber_invoicenumber_ordernumber.pdf. Invoices may be rejected if the file name is incorrect.
 - Contract number: Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)

Invoice number: Field is 11 digits. Please do not exceed 11 digits per invoice number.

Any invoice that exceeds the 11 digit limit will be entered using the first 11 digits starting from the right. Numbers should not begin with a zero or with a special character. Invoice numbers should not include an underscore or a '/'.

- Order number: Field is 5 digits (if there is no order number, please enter '00000' or simply end with the .pdf)

- Example:

I_EPXX9999_STB-300_00001.pfd

I_68XX0000_7.pdf (no order number required)

I_261D00XX_54678994999_00000.pdf (using zeros as placeholders; no order number required)

I_GSF0440G_B345_01100.pfd

I_EPW01111_1.pdf

- Email your invoice to DDC-KInvoices@epa.gov after you receive the authorization email and as instructed.
- You will receive an auto reply message once the RTP Finance Center receives your email. If for some reason the RTP Finance Center cannot accept your electronic invoice, you will be notified as soon as possible. You are required to contact the RTP Finance Center at 919-541-1148 if your email submission is rejected.
- Receipt date for invoices will be the date the RTP Finance Center retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- **Attachment file name protocol is very important (invoice may be rejected if PDF naming protocol is incorrect).** Please contact EPA's Financial Office Customer Service for invoice instructions at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.
- Receipt date for invoices will be the date RTP-Finance retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- The Contractor shall carbon copy (cc:) both the COR/ACOR and CO on the email when the Contractor submits its electronic invoice to EPA's Research Triangle Park Finance Center.

If you are unable to submit your task order invoice via email, please use the mailing addresses below:

U.S. Postal Service	U.S. Environmental Protection Agency RTP Finance Center (AA216-01) Durham, NC 27711
UPS, Federal Express, or Overnight Mail	U.S. Environmental Protection Agency RTP Finance Center 4930 Old Page Road (AA216-01) Durham, NC 27703

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov>.

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>.

G.3 CONTRACTOR PERFORMANCE EVALUATIONS (CUSTOM)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than **120** days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

G.4 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA (SEPT 2009) Incorporated by reference.

G.5 EPAAR 1552.245-70 GOVERNMENT PROPERTY (SEP 2009) Incorporated by reference.

G.6 EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:
N/A

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

H.1 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) Incorporated by reference

H.2 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (AUG 2000) Incorporated by reference.

H.3 EPAAR 1552.208-70 PRINTING (SEPT 2012) Incorporated by reference.

H.4 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984) Incorporated by reference.

H.5 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAY 1994) ALTERNATE 1, Incorporated by reference.

H.6 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY1994) Incorporated by reference.

H.7 EPAAR 1552.209-75 ANNUAL CERTIFICATION (MAY 1996) Incorporated by reference.

H.8 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994) Incorporated by reference.

H.9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1994) Incorporated by reference.

H.10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984) Incorporated by reference.

H.11 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996) Incorporated by reference.

H.12 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000)

If the Contractor is required to have access to confidential business information (CBI) during the performance of this task order, the Contractor shall not have access to any CBI submitted to EPA under any authority until the Contractor obtains from the task order Contracting Officer's Representative a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the Contractor.

H.13 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)**(a) Definitions.**

"Contracting Officer Representative (COR)," means an individual appointed by the Contracting Officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the Contracting Officer to order work under a service contract.

(b) The Contracting Officer Representative(s) may provide technical direction on task order or work request performance. Technical direction includes:

(1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the task order and any task order there under. The Contracting Officer Representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the task order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the task order;
- (4) Alters the period of performance of the task order; or

(5) Changes any of the other terms or conditions of the task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after oral issuance. The Contracting Officer will be copied on any technical direction issued by the Contracting Officer Representative.

(e) If, in the Contractor's opinion, any instruction or direction by the Contracting Officer Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 3 days after receiving it and shall request that the Contracting Officer take appropriate action as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:

(1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the Contractor's notification, that the technical direction is within the scope of the task order effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the Contractor within a reasonable time that the Government will issue a written modification to the contract; or

(3) Advise the Contractor that the technical direction is outside the scope of the task order and is thereby rescinded.

(f) A failure of the Contractor and Contracting Officer to agree as to whether the technical direction is within the scope of the task order, or a failure to agree upon the task order action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this task order.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the Contracting Officer Representative, shall be at the Contractor's risk.

NOTE: A Contracting Officer's Representative (COR) is the primary representative of the Contracting Officer (CO) authorized to provide technical direction. The CO may designate an Alternate COR (ACOR) for the task order. CORs must maintain copies of all technical direction and provide a copy to the CO upon the CO's request.

H.14 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)

(a) The offeror shall assign to this task order the following Key Personnel:

FOIA Exemption B4 Contractor Proprietary and Private

Title of Position

Name



Privacy Act B6

(b) During the first 180 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer (CO) within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 180 day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 30 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have equivalent qualifications to those of the persons being replaced. The CO will notify the Contractor within 15 calendar days after

receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.15 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT (APR 1984) Incorporated by reference.

H.16 EPAAR 1552.237-76 GOVERNMENT CONTRACTOR RELATIONS (JUNE 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this task order by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this task order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts or task orders, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this task order do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this task order are not subject to Federal income tax withholdings.

(2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.

(5) The entire consideration and benefits to the Contractor for performance of this task order is contained in the provisions for payment under this task order.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor shall notify the CO in writing promptly, within 10 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The CO will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the CO will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it shall be furnished by the Contractor and the date thereafter by which the Government will respond.

H.17 EPAAR 1552.239-70 REHABILITATION ACT NOTICE (OCT 2000), Incorporated by reference.

H.18 LOCAL CLAUSE EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) Any Contractor travel which may be directly charged to the task order shall be authorized in advance by the Contracting Officer (CO) for all non-emergency travel. This approval shall be separate from the process associated with the approval of the Contractor's technical and cost/price proposal (see paragraph (e) below) and (see exception H.18 (j)).

(b) Travel requests shall be submitted at least 15 calendar days in advance unless the CO or COR initiates a requirement for Contractor personnel to travel in less than this time requirement.

(c) Travel shall be authorized under this task order only when the travel is required to provide a direct service (including management oversight) or specific product to the Government. The Contractor shall identify the need for travel in any written request submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Including the estimates for travel in the Contractor's submission in response to the RFP does not negate the requirement for the Contractor to submit a separate travel request in accordance with paragraph (e) below. Unless/until the CO specifically approves the Contractor's travel request (see paragraph (e) and (j) below), the Contractor shall not perform travel. Travel and associated costs for such travel lodging, per diem, and incidental expenses, shall be allowable only in accordance with the limitations of FAR 31.205-43, FAR 31.205-46 and Federal Travel Regulations.

(d) Travel expenses for Federal employees shall not be an allowable cost under this task order. Travel approval shall not be rendered for any personnel (including for example State or local Government officials, academicians, etc.) except for employees of the Contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the task order's PWS.

(e) To obtain the approval for travel, the Contractor shall submit a separate written request to the CO and COR for each instance of travel for Contractor/subcontractor personnel that is contemplated or is the result of an emergency response requirement, as a direct charge under the task order. The Contractor's request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a Contractor/subcontractor employee.

(2) Description of circumstances necessitating the travel. Identify the task order benefit of the travel and identify the correlation of the travel to the requirements of the Performance Work Statement (cite paragraph of Contractor's proposal and section of the PWS).

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the task order requirements.

(f) Any time while on travel, on the telephone, and/or while attending a meeting/conference on behalf of the EPA, Contractor/subcontractor personnel shall clearly identify corporate affiliation at the start of any conversation. If Contractor/subcontractor personnel are attending EPA-sponsored meetings, conferences, symposia, etc., or while on a Government site, all badges worn by Contractor personnel shall clearly identify individuals as Contractor employees. Contractor personnel are strictly prohibited from acting as a representative of the Agency at meetings, conferences, symposia, telephone conferences, etc.

(g) The Contractor may request a CO letter for its travelers to use, either individually or collectively, that requests that the lodging venue offer the same rate as it would extend to Federal personnel or to a Contractor that is traveling on behalf of the Federal Government and being paid for by the Federal funds on a task order. If, however, the Contractor is able to obtain a corporate rate that is lower than the GSA published lodging rate, the Contractor shall use that rate. The Contractor shall use a rate that provides the best-value to the Government.

(h) The Contractor shall first reimburse a traveler prior to submitting a request for reimbursement and provide the COR and CO with an itemized copy of any traveler's claim for reimbursement. The Contractor shall comply with all Federal laws, regulations and this clause for all requests for travel reimbursement.

(i) No travel shall be reimbursed that does not comply with the terms of this clause, unless the Contractor receives express, written approval from the CO.

(j) Travel—Travel up to of \$1,000.00 for a single trip (e.g. one trip for 3 people or 1 trip for 1 person) may be an allowable charge to this task order with prior written consent of the COR. Travel in excess of \$1,000.00 for a single trip (e.g. one trip for 3 people or 1 trip for 1 person) is not allowable as a charge to this task order without prior written consent of the Contracting Officer. Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(k) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(l) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(m) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

(n) Contractor staff may be required to travel in support of this Task Order. The following shows the locations to which travel may occur:

City	State
Ada	OK
Athens	GA
Cincinnati	OH
Corvallis	OR
Duluth	MN
Edison	NJ
Grosse Ile	MI
Gulf Breeze	FL
Las Vegas	NV
Narragansett	RI
Newport	OR
Research Triangle Park	NC
Washington	DC

The contractor shall generate and submit to the COR, a detailed Trip Report within five 5 working days of completing the travel. The trip report shall contain the purpose of the trip, its length, location visited, issues/information obtained on the trip, action items and recommendations resulting from the trip that impact the services being delivered.

(o) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.

H.19 LOCAL CLAUSE EPA-H-31-105 APPROVAL OF CONTRACTOR TRAINING

(a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the task order PWS. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the task order. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The Contractor shall provide documentation of such training upon to the CO and COR in the Contractor's Monthly Progress Reports as a separate, clearly identified item.

(b) The Government will not directly reimburse the cost for Contractor employees to meet or maintain minimal task order requirements or to obtain and sustain an appropriate level of professionalism. The Government will only consider reimbursement of any direct charges for training if the Contractor complies with the procedures set forth in paragraph (c) below.

(c) The Government may determine to reimburse the direct cost of training only when the Government determines that to do so is in the best interests of the Government associated with a requirement that represents a unique Government need unrecognized at the time of task order award. When such circumstances occur, the Contractor shall secure the CO's prior written approval by submitting a written request to the CO and COR that includes, at a minimum the following information:

(1) Individual to be trained (identify position and job duties under task order).

(2) Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify the section of the PWS that will benefit from training and describe in detail how the training relates to the PWS and job duties under the task order.)

(3) Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the task order requirements.)

(d) The CO will provide the Contractor with written approval or disapproval of the Contractor's request. Approval of the Contractor's submission in response to the RFP that includes training as an additional cost shall not be construed to mean the training is approved; i.e., the Contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the CO unless approves it in accordance with this clause.

(e) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.

(f) Contracting Officer approval is not required for mandatory EPA training such as EPA's Annual Security Training, etc. These training events must be taken, tracked, and reported on as requested by the COR and/or CO.

H.20 LOCAL CLAUSE EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer. To be determined.

H.21 LOCAL CLAUSE EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a) (1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January	Third Monday - Martin Luther King Day
February	Third Monday - Washington's Birthday
May	Last Monday - Memorial Day
July 4	Independence Day
September	First Monday - Labor Day
October	Second Monday - Columbus Day
November 11	Veterans Day
November	Fourth Thursday - Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
 - (ii) Inclement weather;
 - (iii) Failure of Congress to appropriate operational funds;
 - (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation;
- or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the CO to be exempted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance

during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the CO or his/her duly authorized representative. In formulating instructions the CO or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the task order price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price task order in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month task order price divided by 21 days per month. In this example, the 21-days-per-month figure was calculated as follows: 365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the CO to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the CO.

H.22 EP-S-00-02 TASK ORDER AND DELIVERY ORDER OMBUDSMAN (SEP 2000) DEVIATION

The Task-Order and Delivery-Order Ombudsman for this task order is:

Name: Susan Moroni
Address: 1200 Pennsylvania Avenue, N.W. 3801R
Washington, D.C. 20460
Telephone Number: (202) 564-4321
Facsimile Number: (202) 565-2473
E-Mail Address: moroni.susan@epa.gov

H.23 SPECIAL SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING RESPONSE SERVICES AND/OR WORK ON A FEDERAL FACILITY (CUSTOM)

(a) For purposes of this clause, the following definitions apply:

(1) Sensitive Activities: A "Sensitive Activity" is an activity that the Environmental Protection Agency (EPA) has determined to have significant security concerns. A Sensitive Activity will be identified by the Contracting Officer (CO) and can be a task, place, or position that the CO has

determined to be of such sensitivity to the Agency that higher level suitability criteria must be met by the contractor's personnel before performance. Examples of Sensitive

Activities are law enforcement activities, geographically sensitive locations such as military installations and government buildings, and certain IT activities.

(2) Suitability Criteria: "Suitability Criteria" refers to pertinent information obtained through background checks used to identify character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract, task order, delivery order or subcontract for EPA without undue risk to the interests of the Government.

(3) Contractor Responsibility: Contractors are responsible for performing background checks and applying the Government's suitability criteria, identified in paragraph (e)(2), before the individual employee(s) may perform task order services for the EPA that involve access to EPA's Intranet and meet the HSPD-12 criteria. Contractors shall provide only those employees that meet the Government's suitability criteria identified in paragraph (e)(2). Background checks must be performed only once by the successful awardee for the period of performance of the task order. The coverage of the background check must include, at a minimum, a check of criminal history through national, state, and county law enforcement jurisdictions. Additionally, the check must provide sufficient information to permit the contractor to apply the Government's suitability criteria. The contractor is responsible for completing a background check on each of his employees prior to the employees beginning work onsite. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning onsite work. At a minimum, the background check will include:

- i. National criminal and civil records;
- ii. Credit report;
- iii. Social security number trace;
- iv. Verification of US citizenship, visa legal status or legal resident status;
- v. Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors;
- vi. Check of references
- vii. Verification of claimed degrees/education/military service
- viii. Professional license and certification verification.

(b) In order to perform and continue performing work under this task order, all contractor and subcontractor personnel shall be subject to an Agency- determined background investigation commensurate with the personnel's level of access and privileges to Agency data and systems. At a minimum, all contractor and subcontractor personnel must receive a favorable National Agency Check with Inquiries (NACI) plus a credit search report that the Agency will conduct. To avoid unnecessary delays, new contractor and subcontractor personnel will be granted interim access to Agency data and systems that are required by the task order pending completion of the background investigation. The Government will immediately terminate the contractor's or subcontractor's employee's access to Agency data and systems, including passwords, if a background investigation produces unacceptable results as determined by the Agency.

- (c) Contractors shall verify that the contractor has met the following minimum pre-screening requirements for the personnel the contractor plans to use on the task order:
- (d) For each contractor and subcontractor employee that will be assigned to the task order, the contractor and subcontractor shall complete a Questionnaire for Public Trust Positions, SF 85p, a Credit Release Authorization and two (2) Standard Applicant Fingerprint Cards (Form FD 258). These forms shall be forwarded to the COR prior to a contractor or subcontractor employee beginning to work onsite or having access to Agency data or systems.
- (e) The Agency will accept existing favorable NACI plus credit search reports for proposed contractor and subcontractor employees that are not older than three (3) years at the time the contractor or subcontractor provides them to the COR.
- (f) Prior to commencement of task order performance, the contractor shall notify the CO, in writing, that the background checks and application of the suitability determination criteria, as set forth in (e) above, have been completed for affected individuals.
- (g) Under the FY 2001 Defense Authorization Act, (P.L. 106-398), including Title X, subtitle G "Government Information Security Reform." Contractors are subject to the provision of the Computer Security Act of 1987. The contractor and its team of subcontractors shall conform to the provisions of these Acts.
- (h) Whenever the contractor becomes aware that the retention of an employee for work at an onsite location under this task order is inconsistent with the interests of national security, such information shall be immediately provided to the CO that the contractor has removed that employee, and the contractor shall replace the employee with a qualified substitute. The removal and replacement shall be at no cost to the Government.
- (i) The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this task order. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this task order.

NOTE: This clause only applies to contractor and subcontractor personnel who will work at a designated "Sensitive Site," at a Government site or have access within the Agency computer systems.

H.24 COMPLIANCE WITH INFORMATION TECHNOLOGY GUIDELINES

All contractor work must comply with pertinent Federal and EPA information processing and telecommunications standard and procedural guidelines. The contractor shall also comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with EPA's IT Architecture Roadmap and related implementation decisions, and EPA technical and operational standards as issued by its technology services organizations. The contractor shall observe the policies, procedures and formats published at www.epa.gov/irmpoli8 - *IM & IT Policies That Affect Contractors Performing Work through EPA Issued Contracts*.

H.25 PROTECTION OF EPA DATA

The EPA's environmental databases, applications, and systems are a primary resource of the United States and appropriate protection of their integrity, confidentiality, and availability is an absolute necessity. The contractor shall ensure that work performed under this Task Order does not compromise the security of these systems or data contained therein, and shall execute a security

program that protects their integrity, confidentiality, and availability consistent with EPA security policy. Any security breach shall be identified, closed, and reported in accordance with established EPA policies and procedures at the earliest possible time. The contractor staff must be fully aware of and liable for unauthorized access by their staff. The contractor shall defend against this type of unauthorized access through policy and technical means, including appropriate background checks to help ensure trustworthiness of contractor employees.

H.26 CONTRACTOR CAPABILITIES MATURITY MODEL INTEGRATION (CMMI) REQUIREMENT (CUSTOM)

The contractor shall have a maturity level rating or capability level achievement profile that meets or exceeds Level 3 using a full benchmarking class of appraisal defined as a Class A appraisal. The appraisal of the contractor shall conform to the requirements defined in the Appraisal Requirements for CMMI (ARC) document. If subcontractors are used and not appraised to be at Level 3 as previously described, the prime contractors shall be responsible for ensuring their subcontractors follow the prime's CMMI Level 3 processes.

NOTE It is the contractor's responsibility to maintain their CMMI Level 3 assessment. In the event of appraisal expiration, the contractor will be prohibited from future TO competitions (or re-competitions) until their Level 3 appraisal has been completed and re-instated.

H.27 CONFORMANCE TO EPA STANDARDS AND EPA AND FEDERAL POLICY

The contractor shall abide by all EPA regulations, policies, and procedures in effect during the Task Order period of performance.

H.28 PROJECT MANAGEMENT REPORTING

The COR may request the Contractor to maintain Work Breakdown Schedules (WBS) and other standard project management artifacts. WBS shall be kept up-to-date to allow the Government to provide real-time internal management reports on the status of milestone deliverables, risks, costs, and overall schedule and investment/project status. This information shall be available on a real time basis. Cost information may have to be derived by the Government based on hours and cost data algorithms as it may at times not be directly linked to the monthly invoice cycle.

H.29 CONTRACTING OFFICER REPRESENTATIVES (CORS)

CORs include the Primary Contracting Officer's Representative (COR), Alternate COR (ACOR), Administrative Alternate (AACOR), and Technical Monitors (TM). The Contracting Officer will issue Technical Directive Documents (TDDs). ATM may issue technical direction related to their respective TDD. Only a COR may call meetings with customers, end-users, or clients. The contractor may schedule meetings with CORs. Meetings seeking technical clarification that does not involve tasking are informal in nature and do not require COR coordination.

This Task Order will be administered by a technical COR with a technical Alternate COR appointed to perform in the absence of the COR. The COR will manage the TO and review the deliverables for timeliness and quality as specified in the TO documents. The COR will also be responsible for paying invoices timely. The AACOR will:

- Serve as the central point of contact for the ORD TOs for OAM, CORs, and Contractors
- Interact with OAM on outstanding TO issues, pending actions, Technical Directive Documents (TDDs), task order modifications, etc.
- Perform financial monitoring/reporting using Compass Data Warehouse
- Provide guidance/training to CORs and Technical Monitors
- Manage contractor security clearance process (under the current system OASIS)
- Direct and track mandatory agency training
- Maintain website content about task orders
- Addresses issues/questions and check data associated with the Working Capital Fund (WCF) agreement and ORD's Management Information System (OMIS) record inquiries (e.g., AAA tokens, correct sites/locations, etc.), as needed

H.30 HANDLING CONFIDENTIAL BUSINESS INFORMATION

The Contractor shall notify the Government if any situation arises where contractor personnel may have had access to confidential business information, or sensitive information. The situation shall be handled in accordance with CBI related clauses in the contract and the Contractor shall promptly deliver the material to the COR for appropriate action.-

H.31 WEEKLY STAFF REPORT

The contractor shall email a Staff Report listing the contractor/subcontractor employees by COB each Friday to the Contracting Officer, COR, ACOR, AACOR and other EPA staff as designated by the COR. This report shall identify any updates/changes including additions and eliminations of staff. The changes shall be explained in the email transmittal and annotated accordingly in the spreadsheet. ORD will rely on this report for processing information in our security background check system, for monitoring our Working Capital Fund (WCF) charges from OEI, for tracking mandatory EPA training, for data calls and other information. There shall be an Active spreadsheet for those employees actively working on the TO and an Inactive spreadsheet for employees who are no longer active on the TO. Each spreadsheet shall include the following information:

- Last Name
- First Name
- Employer (contractor or subcontractor)
- TDD #
- EPA Technical Monitor
- Govt Site or Vendor Site
- Location
- Govt Site Only – Building
- Govt Site Only – Room #
- AAA Token Serial #
- Token Expiration Date

- EPA Issued Computer - Yes/No
- EPA Computer Decal #
- EPA Email Address
- Date Submitted into iBoard
- EPA Badge #
- EPA Training
- Notes/Comments

PART II - CONTRACT CLAUSES

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

SECTION I – CONTRACT CLAUSES & PROVISIONS

I.1 FAR 52.252 2 CLAUSES INCORPORATED BY REFERENCE

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acquisition.gov/far/>

I.2 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

I.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

I.4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

I.5 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the task order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The

Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the task order's expiration date.

I.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this task order by written notice to the Contractor within 15 days before the period of performance expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended task order shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 84 months.

I.7 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

I.8 FAR 52.224-2 PRIVACY ACT (APR 1984)

I.9 FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)

I.10 FAR 52.227-18 RIGHTS IN DATA—EXISTING WORKS (DEC 2007)

I.11 FAR 52.232-20 LIMITATION OF COST (APR 1984)

I.12 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.13 FAR 52.232-25 PROMPT PAYMENT (ALTERNATE 1) (JUL 2013)

I.14 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

I.15 FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JULY 2013) DEVIATION

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012 as extended under OMB Policy Memorandum M-13-15 dated July 11, 2013.

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.16 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to **90** days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.17 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

I.18 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ALTERNATE IV

I.19 FAR 52.253 1 COMPUTER GENERATED FORMS (JAN 1991) DEVIATION

I.20 EPA ACQUISITION REGULATION (EPAAR) CLAUSES INCORPORATED BY REFERENCE (CUSTOM)

This task order incorporates one or more EPAAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of an EPAAR clause may be accessed electronically at this address:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

I.21 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--TIME AND MATERIALS OR LABOR HOUR CONTRACT, (JUNE 1984)

NOTE: To exercise the option, the Contracting Officer will issue a Standard Form (SF) 30 modification to exercise the applicable task order optional period(s) of performance.

(a) The Government has the option to extend the effective period of this task order for (6) additional periods. If more than sixty (60) days remain in the task order effective period, the Government, without prior written notification, may exercise this option by issuing a task order modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect

FOIA Exemption B4 Contractor Proprietary and Private

a new and separate ceiling price of [REDACTED] for the first option period,
a new and separate ceiling price of [REDACTED] for the second option period,
a new and separate ceiling price of [REDACTED] for the third option period,
a new and separate ceiling price of [REDACTED] for the fourth option period,
a new and separate ceiling price of [REDACTED] for the fifth option period,
a new and separate ceiling price of [REDACTED] for the sixth option period,

The "Effective Period of the Contract" clause will be modified to cover

Option Period 1 - 02/01/2017 – 01/31/2018
Option Period 2 02/01/2018 – 01/31/2019
Option Period 3 02/01/2019 – 01/31/2020
Option Period 4 02/01/2020 – 01/31/2021
Option Period 5 02/01/2021 – 01/31/2022
Option Period 6 02/01/2022 – 01/31/2023

I.22 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's social security number on the following line:

N/A.

I.23 EPAAR 1552.239-70 REHABILITATION ACT NOTICE (OCT 2000)

I.24 PURSUANT TO FAR PART 39.2, ELECTRONIC AND INFORMATION TECHNOLOGY – SECTION 508 COMPLIANCE (CUSTOM)

All deliverables shall be in compliance with the Section 508 Accessibility Standards of the Rehabilitation Act of 1973 and Amendments of 1998. When preparing deliverables, the Contractor shall refer to the most recent version of 508 Standards, which can be found at <https://www.access-board.gov/sec508/guide>.

I.25 TAX (CUSTOM)

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

I.26 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 EP 52.252-100 LIST OF ATTACHMENTS (APR 1984)****ATTACHMENTS**

1. Performance Work Statement (PWS), SMAVCS3
2. Agency Security Requirements for Contractor Personnel (ASRCP)
3. Additional Policy Guidance Documents

PART IV - REPRESENTATIONS AND INSTRUCTIONS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**K.1 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Contractor

or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other Contractor or competitor before bid opening (in the case of a sealed bid solicitation) or task order award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(See Price Volume 2 Page 53)

K.2 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984)

The Contractor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. **(See Price Volume 2 Page 54)**